# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM392278

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Madeira, LLC		06/30/2016	Limited Liability Company: FLORIDA

# **RECEIVING PARTY DATA**

Name:	Alice Ink, Inc.	
Street Address:	350 SE 1st Street	
City:	Delray Beach	
State/Country:	FLORIDA	
Postal Code:	33483	
Entity Type:	Corporation: FLORIDA	

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4298522	MADEIRA
Registration Number:	3318057	TRU BAMBOO
Registration Number:	4213779	M

# **CORRESPONDENCE DATA**

Fax Number: 5616256572

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 561-625-6575

Email: ustrademarks@mchaleslavin.com

Correspondent Name: Carl J. Spagnuolo Address Line 1: 2855 PGA Blvd.

Address Line 4: Palm Beach Gardens, FLORIDA 33410

NAME OF SUBMITTER:	Carl J. Spagnuolo
SIGNATURE:	/Carl J. Spagnuolo/
DATE SIGNED:	07/21/2016

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 005839 FRAME: 0023

# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Agreement</u>"), dated as of June 30, 2016 (the "<u>Effective Date</u>"), is entered into by Madeira, LLC, a Florida limited liability company ("<u>Assignor</u>"), in favor of Alice Ink Incorporated, a Florida corporation ("<u>Assignee</u>"). Each of Assignor and Assignee is sometimes referred to in this Agreement as a "<u>Party</u>". Assignor and Assignee are sometimes referred to in this Agreement as, together, the "Parties".

#### **RECITALS:**

- A. Assignor is the owner of the (i) US Trademark Reg. No. 3,318,057 "TruBamboo" and design; (ii) US Trademark Reg. No. 4,298,522 "MADEIRA" word only; and (iii) US Trademark Reg. No. 4,213,779 "M" and wood-grain design (collectively, the "Madeira Trademarks").
- B. Assignor has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.
- **NOW, THEREFORE**, in consideration of \$1.00, and other good and valuable consideration, the receipt and adequacy of which consideration are hereby conclusively acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:
- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee (including all of Assignee's successors, assigns, heirs and administrators) all of Assignor's right, title and interest in and to the following (collectively, the "<u>Assigned Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
  - (a) the Madeira Trademarks and all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of, or which may evolve from, the Madeira Trademarks:
  - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

For the avoidance of doubt, and without limiting the foregoing, Assignor hereby irrevocably conveys, transfers and assigns to Assignee (including all of Assignee's successors, assigns, heirs and administrators) all of Assignor's right, title and interest in and to the Madeira Trademarks in all foreign countries, and all applications for the Madeira Trademarks in foreign countries and all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and

TRADEMARK
REEL: 005839 FRAME: 0024

renewals of, or which may evolve from, the Madeira Trademarks, including, without limitation, the right to claim International Convention priority.

- 2. <u>Recordation</u>. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request of Assignee.
- 3. Additional Acts by Assignor. From time to time after the Effective Date, Assignor will execute and deliver to Assignee such other instruments of conveyance and transfer, and take such other actions, as Assignee reasonably may request and without any further compensation to Assignor, to convey and transfer full right, title and interest to Assignee, vest in Assignee, and place Assignee in legal and actual possession of, the Assigned Trademarks.

[SIGNATURE PAGE FOLLOWS]

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TRADEMARK REEL: 005839 FRAME: 0025

Assignor, intending to be legally bound by this Agreement, has duly executed this Agreement on the Effective Date.

ASSIGNOR:

Madeira, LLC

By: Name:

Michael D/Rendina

Title:

### ACKNOWLEDGMENT

State of Florida

On this 27 day of June, 2016 before me personally came Michael D. Rendina, known to me to be the same person whose name is signed to the foregoing Trademark Assignment Agreement, and acknowledged the execution thereof for the uses and purposes therein set forth, and who did swear and say that he is the sole authorized managing member of Madeira, LLC, and that he has the authority to execute said Trademark Assignment Agreement on behalf of such entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

VILLYA Campaone
Notary Public
My Commission expires: 1914/2017

(NOTARIAL SEAL)

Kelly A Clanfarano My Commission FF 0×7887

Signature Page to Trademark Assignment Agreement

**TRADEMARK** REEL: 005839 FRAME: 0026

RECORDED: 07/21/2016